Open-Ended RFQ Contact Information Sheet

- *This document has been provided for informational purposes only.*
- *The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.*

RFQ Number:	SP-16-0002
Description:	Resident Re-entry Preparation Service
OSP Buyer:	Judy Shirley 501-324-9314 judy.shirley@dfa.arkansas.gov
OSP Main Phone:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the *Solicitation* is open. This *Solicitation* will remain open for submission of responses for a period of up to seven (7) years from the issuance date of July 9, 2015. The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 3

Addendum Issued: February 14, 2019

RFQ Number: SP-16-0002

Description: Resident Re-entry Preparation Service

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

Delete the *Office of State Procurement Contact Information* section on page one (1) of the RFQ and replace with the following.

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION
OSP Buyer: Contact information for the OSP Buyer is provided on the Open-Ended RFQ Contact Information Sheet posted along with this RFQ.
OSP Main Number: (501) 324-9316
OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

---

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this *Addendum*. Failure to return this signed addendum may result in rejection of your response.

Company: _____

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 2

Addendum Issued: November 6, 2017

RFQ Number: SP-16-0002

Description: Resident Reentry Preparation Service

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

Delete the *Office of State Procurement Contact Information* section on page one (1) of the RFQ and replace with the following.

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OSP Buyer: Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ
OSP Main Number: 501-324-9316
OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

- **Delete *1.2 Issuing Agency* and replace with the following:**

1.1 Issuing Agency
OSP, as the issuing office, is the sole point of contact throughout the life of this solicitation. Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ. Buyer contact information is subject to change and **shall** be updated by OSP on as needed basis; an addendum **shall not** be required to revise this information.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this *Addendum*. Failure to return this signed addendum may result in rejection of your response.

Company: _____

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

Open-Ended RFQ Contact Information Sheet

- *This document has been provided for informational purposes only.*
- *The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.*

RFQ Number:	SP-16-0002
Description:	Reentry Facility
OSP Buyer:	Anna Hawthorne 501-371-6054 anna.hawthorne@dfa.arkansas.gov
OSP Main Phone:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the *Solicitation* is open. This *Solicitation* will remain open for submission of responses for a period of up to seven (7) years from the issuance date of July 9, 2015. The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.

STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 1

Addendum Issued: December 4, 2015

RFQ Number: SP-16-0002

Description: Reentry Facility

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

- **Delete the *Office of State Procurement Contact Information* section on page one (1) of the RFQ and replace with the following.**

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION	
OSP Buyer:	Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ
OSP Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

- **Delete *1.2 Issuing Agency* and replace with the following:**

1.1 Issuing Agency
OSP, as the issuing office, is the sole point of contact throughout the life of this solicitation. Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ. Buyer contact information is subject to change and **shall** be updated by OSP on as needed basis; an addendum **shall not** be required to revise this information.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this *Addendum*. Failure to return this signed addendum may result in rejection of your response.

Company: _____

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATIONS

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-16-0002	Solicitation Issued:	July 9, 2015
Description:	Reentry Facility		
Agency:	Arkansas Community Correction		

SUBMISSION DEADLINE FOR RESPONSE

- **This solicitation is open-ended. Vendors may submit a Response to this solicitation at any time while the *Bid Solicitation* is open.** This *Bid Solicitation* **shall** remain open for submission of responses for a period of up to seven (7) years from the issuance date shown above. The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.
- In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit a response at the designated location. It is not necessary to return "no bids" to OSP.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.
Response's Outer Packaging:	Outer packaging **must** be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-0253
Email Address:	tamara.debord@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not** provide responses to items in this section unless specifically and expressly required.*

1.1 PURPOSE

This Request for Qualifications (RFQ) is issued by the Office of State Procurement (OSP) for Arkansas Community Correction (ACC) to establish a list of qualified vendors to provide reentry programming for residents transitioning out of correctional facilities across the state of Arkansas.

1.2 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one of this document.

1.3 BID OPENING LOCATION

Responses **shall** be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.4 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.5 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.

B. The words "bidder" and "vendor," are used synonymously in this document.

C. The terms "Request for Qualifications", "RFQ" and "Bid Solicitation" are used synonymously in this document.

1.6 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The Response Packet should be clearly marked "Original" and **must** include the following:

   a. Original signed *Response Signature Page*. (See *Response Signature Page.)*

   b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages.)*

   c. Copy of your Stage 1 License.

   d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

2. The following items should be submitted in the original *Response Packet*.

   a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)

   b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing **must not** be submitted with the bidder's response.

C. Additional Copies and Redacted Copy of the *Response Packet*

1. If OSP requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.

2. In addition to the original *Response Packet*, one (1) redacted copy the original *Response Packet*, preferably on a flash drive, should be submitted. A CD will also be acceptable. (See *Proprietary Information*.)

1.7 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.

B. The original *Response Packet* and all copies should be arranged in the following order.

- *Response Signature Page*.
- All *Agreement and Compliance Pages*.
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*
- *Copy of Stage 1 License*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*

1.8 CLARIFICATION OF *BID SOLICITATION* AND QUESTIONS

A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.

B. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.9 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.

B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exceptions that conflicts with a Requirement of this *Bid Solicitation*.

1.10 AGREEMENT AND COMPLIANCE PAGES

A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Response Packet*.

B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.11 SUBCONTRACTORS

Subcontractors **shall not** be used to perform work under the terms of this contract.

1.12 PRIME CONTRACTOR RESPONSIBILITY

The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact with regard to services and all Requirements.

1.13 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. One complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your response.

C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy reflecting the same pagination as the original, and showing the empty space from which information was redacted.

D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.

E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.

B. Vendor **must not** alter any language in any solicitation document provided by the State.

C. All official documents and correspondence related to this solicitation **shall** be included as part of any resultant contract.

D. Responses **must** be submitted only the English language.

E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

F. Vendor **must** provide clarification of any information in their response documents as requested by OSP.

G. Qualifications **must** meet or exceed the specifications as set forth in this *Bid Solicitation*.

H. Vendors may submit multiple responses.

1.15 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.

B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to submission of response.

C. It is the responsibility of the vendor to check the OSP website, http://www.arkansas.gov/dfa/procurement/bids/index.php, for any and all addenda.

1.16 QUALIFICATION AND AWARD PROCESS

A. *Qualified Vendors List*

1. The initial validity term of the *Qualified Vendors List* will expire on June 30, 2016. The State **shall** have the option to renew the *Qualified Vendors List* on a year-to-year basis, for up to six (6) additional one-year terms or portion thereof. The total term of the *Qualified Vendors List* **shall not** be more than seven (7) years. The State **shall** have the right to terminate the *Qualified Vendors List* prior to exercising any renewal option, if it is in the best interest of the State to do so.

2. Vendor's Qualification Status

   a. Qualification of a vendor takes place during the following two steps. See remaining sections of this Solicitation for additional information.

      i. Pending Qualified Vendor Status: Qualification Status for responsive vendors who have a Stage 1 License and who meet or exceed the requirements set forth in this *Bid Solicitation* **shall** be shown as "Pending" on the *Qualified Vendors List*.

      ii. Qualified Vendor Status: Vendor **shall** be listed as "Qualified" upon OSP's receipt of a copy of their Stage 2 License.

   b. Vendors who are qualified as a result of submitting a response to this Solicitation **shall** be qualified through June 30, 2016 or for the remainder of the current term of the *Qualified Vendors List, whichever is later.*

3. Renewal of Vendor's Qualification Status

   a. Each year prior to the renewal of the *Qualified Vendors List* for an additional term, the qualification status of a vendor **shall** be reviewed.

   b. Vendors who continue to meet or exceed licensing requirements may be re-qualified for a one (1) year term or portion thereof, until all remaining renewal options for the *Qualified Vendors List* are utilized or the State exercises it right to terminate the *Qualified Vendors List*.

   c. Vendors not meeting licensing requirements **shall** be removed from the *Qualified Vendors List*.

   d. Vendors, who have been removed from the *Qualified Vendors List,* **shall** have the right to submit a new response for consideration.

B. Anticipation to Award

1. Prior to the issuance of a *Qualified Vendors List*, names of apparent qualified vendors will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

2. The list of apparent qualified vendors will be posted for a period of fourteen (14) days prior to being added to a *Qualified Vendors List*. Vendors and agencies are cautioned that these are preliminary results only.

3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the vendor's responsibility to check the OSP website for the posting of the apparent qualified vendor(s).

C. Issuance of a Contract

The following items **shall** apply in the event a contract is issued to a qualified vendor.

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.

2. A State Procurement Official will be responsible for award and administration of any resulting contract(s). The agency's selection of a qualified vendor to provide services will be determined according to the offender's specific needs, which may include the following:

    - Proximity of reentry facility to resident's area of release.
    - Status of reentry facility license.
    - Availability of services will be taken into consideration should multiple vendors be located in the same area.

3. Issuance of a contract to a qualified vendor **shall not** be guaranteed.

1.17 MINORITY BUSINESS POLICY

A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.

D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. OSP will notify the apparent qualified vendor(s) if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time. Certification **must** be completed prior to vendor's addition to the *Qualified Vendors List.*

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 VISA ACCEPTANCE

A. Awarded vendor(s) should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.

B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.

C. VISA is not the exclusive method of payment.

1.22 PUBLICITY

A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.23 RESERVATION

The State **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

- ***Do not** provide responses to items in this section unless specifically and expressly required.*

2.1 SCOPE OF WORK

Vendors **must** provide supervision, housing and evidence based programs (EBP) and services directed at addressing criminogenic risk factors and aimed at reducing recidivism among the target population. At a minimum, the programs **must** be in compliance with the most current *ACC Reentry Facility Program Schedule* (Attachment A). The programs **must** include:

- Employment skills
- Job placement
- Reentry planning
- Criminal thinking
- Family reunification
- Pro-social support systems
- Education
- Substance abuse treatment
- Housing planning and placement

***NOTE:** The following information on how to obtain a Reentry Facility License may be found on the ACC website at www.dcc.arkansas.gov.*

- *Reentry Facilities AD (Administrative Directive)*
- *Reentry Facility Minimum Requirements Checklist*
- *Reentry Facility Application*

2.2 TARGET POPULATION

The target population consists of male and female residents confined or incarcerated in an Arkansas Department of Correction (ADC) or ACC facility for a range of offenses and meet the following criteria:

A. Are within eighteen (18) months of their transfer eligibility (TE) date and meet other legal requirements.

B. Are moderate risk and high risk of recidivism as determined by the Arkansas Offender Risk Assessment (ARORA).

2.3 STAGE 1 AND 2 REENTRY FACILITY LICENSES

A. Stage 1 Reentry Facility License

1. Vendor **must** have a Stage 1 license to submit a response to this *Bid Solicitation.*

   - Vendor **must** attach a copy of the Stage 1 Reentry Facility License for each facility listed on the *Facility Information Form* included in the *Response Packet.* Multiple facilities may be listed on this form. The form may be copied as needed.

2. Qualifications to be granted a Stage 1 Reentry Facility License **shall** include:

   - Proof of a person's, group's, or organization's capability of operating a Reentry Facility.
   - Proof of a financial plan capable of sustaining an ongoing Reentry Facility operation.
   - If the applicant is a current or former vendor for the State of Arkansas, proof of having been a viable operation without corrective action taken against them.

B. Stage 2 Reentry Facility License

1. The Stage 2 Reentry Facility License is the actual and final Reentry Facility License. Facility **must** have a Stage 2 Reentry Facility License prior to the admittance of residents.

2. Vendor's who have a Stage 1 license and have a pending status on the *Qualified Vendor's List* will have six (6) months from the issuance date of the Stage 1 license to meet ACC's requirements to obtain a Stage 2 Reentry Facility License.

3. Vendor **must** provide a copy of their Stage 2 Reentry License to OSP in order to be added as a qualified vendor on the *Qualified Vendor List*.

4. Vendor **must** abide by all provisions outlined in the *ACC's Administrative Directive: Reentry Facilities.*

2.4 RESIDENT PLACEMENT

Vendors **must** accept all ACC and ADC residents for placement at the facility provided placement of that resident will not result in a violation of local and/or State laws. If placement would result in a violation of a law, the vendor **must** provide a written justification for the denial.

2.5 RESIDENT MEALS

As set forth in *ACC's Administrative Directive: Reentry Facilities*, vendors **shall** provide at least three (3) meals per day for each resident.

2.6 RESEARCH AND EVALUATION

A. As set forth in *ACC's Administrative Directive: Reentry Facilities*, vendors **shall** provide all applicable information and data to ACC's research and planning division.

B. Collected data **shall** be used to determine each reentry facility's recidivism rates, program completion rates, and employment rates, as well as, total number of unsuccessful residents, walk aways, and other pertinent information.

C. Data **shall** be aggregated and used in ACC's annual and special reports as needed.

2.7 REIMBURSEMENT

A. The vendor **shall** be reimbursed according to the rates, timelines, and procedures set forth in the *ACC Administrative Directive: Reentry Facilities.*

B. Vendor **shall not** be reimbursed by the State for placements accepted from entities other than ACC or ADC.

C. Unless explicitly stated otherwise, the vendor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

2.8 FACILITY SUSPENSION/DISMISSAL

A. The ACC's Reentry Housing Coordinator, for due cause, may recommend to ACC's Chief Deputy Director that a facility's license be suspended or revoked.

B. The Chief Deputy Director may assign ACC staff or any other local, State, or federal agency to assist in a facility investigation.

C. In the event of a recommendation for denial of an application or the suspension or revocation of license, the applicant may appeal the denial to the Director of the agency within 30 days of the written recommendation for denial, suspension, or revocation.

2.9 PERFORMANCE STANDARDS

A. As set forth in *ACC's Administrative Directive: Reentry Facilities*, vendor **must** guarantee performance.

B. Failure to meet or exceed Performance Standards **shall** result in sanctions placed on the Reentry Facility ranging from a 60 day probationary period with suspension of resident placement, up to termination of the Reentry Facility License.

SECTION 3 – CRITERIA FOR SELECTION

- ***Do not** provide responses to items in this section.*

3.1 TECHNICAL PROPOSAL RESPONSE SCORE

A. OSP will review *Response Packets* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified. In the event a response is disqualified for not meeting submission Requirements:

1. Vendors **shall** have the right to submit a new response that has been completed according to the Requirements as set forth in this *Bid Solicitation*.

2. Vendors **shall not** have the right to submit additional or missing information/items for a previous response which has been disqualified.

B. Qualifying *Response Packets* will be reviewed by ACC for verification of vendor's license and/or other requirements.

3.2 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

A. The submission of a *Response Packet* **shall** signify vendor's understanding and agreement that all Requirements **must** be met prior to placement on a *Qualified Vendors List*.

B. Vendor **must** agree to all review processes and procedures as defined in this section.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

IN THE EVENT THE AGENCY ISSUES A CONTRACT TO THE QUALIFIED VENDOR, ALL ITEMS IN THIS SECTION SHALL APPLY.

- ***Do not** provide responses to items in this section.*

4.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

Reentry Facility Coordinator
105 West Capitol Avenue, 2nd Floor
Little Rock, AR 72201

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.

C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at https://www.ark.org/vendor/index.html

4.2 GENERAL INFORMATION

A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.

C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.

D. The State **shall not** continue a contract once any equipment has been repossessed.

E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

G. The State **shall not enter a** contract which grants to another party any remedies other than the following:

- The right to possession.
- The right to accrued payments.
- The right to expenses of deinstallation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and

- The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

B. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 CONFIDENTIALITY

A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the decision of the State **shall** be final and controlling.

4.8 CANCELLATION

A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

B. Upon default of a vendor, the State **shall** agree to pay only sums due for services and goods received and accepted up to cancellation of the contract.

4.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- ***Do not** provide responses to items in this section.*

1. **GENERAL**: Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION**: The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION**: Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES**: Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES**: Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS**: Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS**: Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD**: Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

15. **STORAGE**: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT**: All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

17. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

18. **INVOICING**: The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

19. **STATE PROPERTY**: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by OSP. Vendor **shall** properly identify items being returned.

20. **PATENTS OR COPYRIGHTS**: The contractor **must** agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

21. **ASSIGNMENT**: Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **OTHER REMEDIES**: In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.

23. **CANCELLATION**: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

    Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. **DISCRIMINATION**: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE**: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. **DISCLOSURE**: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

INFORMATION CONTAINED IN THIS DOCUMENT IS CURRENT AS OF THE ISSUANCE DATE SHOWN ON PAGE ONE (1) OF THE BID SOLICITATION DOCUMENT. SHOULD ACC REVISE THIS DOCUMENT, THE AGENCY WILL PROVIDE THE VENDOR WITH A CURRENT COPY DURING THE LICENSING PROCESS.

Reentry Facility
Program Schedule

I. 1-30/45 Days: Team Member

- Team Member: Jobs should be restricted to work center duties. No community employment during this phase. New residents should be team members and assisted by team leaders in learning work center duties.
- Programming - *Criminogenic Needs* – programming should focus on addressing the 8 criminogenic needs specifically.
  - Anti-social thinking
  - Anti-social associates
  - Anti-social personality/temperament
    - Anger Management
  - Family/Marital support
  - Substance Abuse
  - Employment
    - Resume Building
    - Interview Skills
    - Soft skill training
  - Education or Vocational Training
  - Structured leisure time
- Additional programming: focus on providing additional skills to assist with transitioning from prison to the community.
  - *The Good Grid Training*
  - Family Reunification
  - Financial Management
  - Accountability Training
  - Motherhood/Fatherhood
  - Obtain Identification documents
  - Basic Computer Skills
  - Interpersonal Communication
  - Inter-gender Communication
  - Mental Health (when necessary)
- Program and treatment referrals should be made using the Risks Needs Responsivity (RNR) principle. *See additional resources*
- Resident will be placed on GPS monitoring.
- Reimbursement Rate (daily): $27.62 (includes medical)

II. 31/46 – 90 Days: Team Leader

- Team Leader: Residents should move into a team leader position to assist new residents learn basic work center duties.
- Employment in the community can begin no earlier than 30 days and should be obtained by day 45.

        - Per Diem rate reduction will occur on day 45 regardless of employment status of Resident.
    - Programming – Criminogenic Needs programming should be continued.
    - Additional Programing
        - Family Reunification – Family focus
        - Peer Support
        - Mentoring
        - Sign up for healthcare
        - Develop housing plan
        - Connect to community organizations and providers
    - Resident will continue to be on GPS monitoring.
    - Reimbursement rate (daily): $11.62 (includes medical)
        - Reentry facilities can begin charging a resident per diem after employment has been obtained.

III. <u>90 – 135 Days:</u> Leadership/Mentor

- Phase III should allow for a resident to move into leadership and mentor roles through engagement with community groups and continued work with new residents in acclimating to the reentry facility.
- Employment in the community should be sustainable and allow for self-sufficiency.
- Day and Extended Passes: Residents are eligible for day and extended passes (overnight and/or weekend) at the completion of Phase II. All passes must be approved by ACC Reentry. *See pass schedule below.*
- Programming – Criminogenic Needs programming should be continued.
- Additional Programming – continue programming to prepare resident for the community.
    - Support Groups
    - Mentoring
    - Family Reunification – Transition focus
    - Housing Plan
    - Giving Back – identify ways the Resident can stay involved in the community to ensure time is structured and pro-social.
- GPS monitoring will be removed during Phase III.

IV. <u>136 – 180:</u> Community Release

- Phase IV should allow for an resident to stay at their approved residence outside of the reentry facility for the final 30 days of the program, while on a direct caseload for an officer.

- Continued programming - Residents will continue to attend support groups, maintain employment, and attend programming that will assist with continued completion of their reentry plan.
- One time reimbursement rate: $60.00

Phase Completion

- Residents should be moved to the next phase upon completion of all requirements for the subsequent phase. Residents cannot be moved forward if there have been any disciplinary actions taken within the last 14 days.

Program Completion

- Upon release, reentry facilities should maintain a 90% placement rate for employment and housing. Reentry facilities should strive to find stable and permanent housing and employment for each resident.

Pass Schedule

- Day Pass: 60-75 days
  - Residents can be eligible for their first day pass after 60 days.
- Overnight Passes: 75-120 days
  - Residents can be eligible for their first overnight pass after 75 days and if no violations from previous passes.
- Weekend Passes: 120-150
  - Residents can be eligible for their first weekend pass after 120 days and if no violations from previous passes.
- Community Release pass: 150-180
  - Residents can be released for the final 30 days to an approved community residence with weekly scheduled assessments and check-ins at the Reentry facility.

Additional Notes:

- Residents can be moved forward upon successful completion of a phase or backward for failure to complete program components of a phase. Reimbursement rates are determined by the number of days a resident resides at the Reentry facility and not necessarily the phase he/she is currently completing. Moving from Phase II back to Phase I will not result in an increase to the previous reimbursement rate.
- Residents can only be moved back in phases one time before being transferred back to ADC.

- Reentry facilities may substitute or provide additional programming not stated in this schedule, however, all substitutions and additional programming must be approved by ACC Reentry prior to implementation.

Resources

- For information regarding criminogenic risks factors and the RNR principle refer to the Council of State Governments Justice Center publications, *Principles of Recidivism Reduction* (*http://csgjusticecenter.org/reentry/principles-of-recidivism-reduction/*)
- Additional resources will continue to be made available.

STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

RESPONSE PACKET
SP-16-0002
Resident Reentry Preparation Service

CAUTION TO VENDOR

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.

STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:		State:	Zip Code:
Business Designation:	☐ Individual ☐ Partnership	☐ Sole Proprietorship ☐ Corporation	☐ Public Service Corp ☐ Government/ Nonprofit
Minority Designation:	☐ Not Applicable ☐ African American ☐ American Indian	☐ Hispanic American ☐ Asian American	☐ Pacific Islander American ☐ Service Disabled Veteran
See Minority Business Policy	AR Minority Certification #: _____	Service Disabled Veteran Certification #: _____	

VENDOR CONTACT INFORMATION *Provide contact information to be used for bid solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY

☐ YES, a redacted copy of submission documents is enclosed.

☐ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See bid solicitation for additional information.*

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall cause the vendor's response to be disqualified:**

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation.*

Authorized Signature:_____ **Title:** _____
Use Ink Only.

Printed/Typed Name:_____ **Date:** _____

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- *Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.*

- *Exceptions to Requirements **shall** cause the vendor's response to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____
Use Ink Only.

Printed/Typed Name:_____**Date:** _____

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- *Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.*

- *Exceptions to Requirements **shall** cause the vendor's response to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____
Use Ink Only.

Printed/Typed Name:_____**Date:** _____

SECTIONS 3, 4, 5 - VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements **shall** cause the vendor's response to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____
Use Ink Only.

Printed/Typed Name:_____**Date:** _____

FACILITY INFORMATION FORM

- *Multiple facilities may be listed on this form. Form may be copied as needed.*
- *Attach a copy of the ACC Reentry Facility Stage 1 license for **each** facility listed.*

Company Name: _____

Facility Information				
	Facility Name:			
	Address:			
	City:		Zip Code:	
	Contact Name:			
	Phone:		Alternate Phone:	
	Email:			

Facility Information				
	Facility Name:			
	Address:			
	City:		Zip Code:	
	Contact Name:			
	Phone:		Alternate Phone:	
	Email:			

Facility Information				
	Facility Name:			
	Address:			
	City:		Zip Code:	
	Contact Name:			
	Phone:		Alternate Phone:	
	Email:			

Facility Information				
	Facility Name:			
	Address:			
	City:		Zip Code:	
	Contact Name:			
	Phone:		Alternate Phone:	
	Email:			

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: ☐ Yes ☐ No

SUBCONTRACTOR NAME:

TAXPAYER ID NAME:

IS THIS FOR: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS:

CITY: STATE: ZIP CODE: COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ **None of the above applies**

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____